

# **REQUEST FOR PROPOSAL INMATE MEDICAL SERVICES PROGRAM FOR THE BALDWIN COUNTY CORRECTIONS CENTER**

## **Invitation**

The Baldwin County Commission (sometimes referred to herein as the “Agency”) will be accepting Request for Proposals for Inmate Medical Services for the Baldwin County Corrections Center (sometimes referred to herein as the “Corrections Center” or the “Detention Facility”).

## **Submission Procedures, Requirements**

One (1) original and four (4) copies of the proposal must be received by the County prior to **2:00 P.M., (Central Standard Time) on Monday, June 13, 2016.** All copies of the proposal must be under sealed cover and plainly marked. **No emailed or faxed proposals will be accepted.** Proposals should be delivered or mailed to:

Wanda Gautney, Purchasing Manager  
312 Courthouse Square, Suite 15 (mailing address)  
257 Hand Avenue (physical address)  
Bay Minette, AL 36507  
Phone: (251) 580-2520

## **Inquiries and Questions**

Inquiries and questions should be submitted by email only to Wanda Gautney, Purchasing Manager, at [wgautney@baldwincountyal.gov](mailto:wgautney@baldwincountyal.gov) no later than **2:00 P.M., Central Standard Time, on Wednesday, June 1, 2016.** All inquiries or questions should be consolidated by each vendor and emailed prior to the June 1, 2016, deadline. All questions that are submitted will be answered and given to the all vendors attending the mandatory Pre-Proposal Meeting on June 8, 2016.

## **Pre-Proposal Conference**

A **mandatory Pre-Proposal Conference** will be held at the Baldwin County Commission Conference Room located at 312 Courthouse Square, Bay Minette, Alabama on **Wednesday, June 8, 2016, at 2:00 P.M. (Central Standard Time.)** The conference will include a thorough discussion of Request for Proposal specifications and **Medical Vendor** questions. A copy of currently salary information will be given out at the pre-bid meeting. To promote complete understanding of the conditions, operation, location, requirements, and space availability, a tour of the facility will be conducted at the pre-proposal conference. **ALL INTERESTED VENDORS MUST ATTEND.** Vendors will not be allowed to submit a proposal for this project if they or a representative of their company does not attend the Pre-Proposal Conference.

## **Prime Contractor Responsibility**

**Medical Contractor** will assume responsibility for delivery of services and application performance,

regardless whether or not the **Medical Contractor** subcontracts any of these items and services. The **Medical Contractor** will be the sole point of contact regarding contractual matters, including performance of services and the payment of any and all charges resulting from contract obligations. Medical Contractor will be totally responsible for all obligations outlined under this RFP.

## **Service Provider Qualifications**

All proposers, to the best of their knowledge and belief, must be in, and remain in compliance with all applicable Federal, Alabama State, County and municipal laws, regulations, resolutions and ordinances. In particular, and without limitation, all proposers must be licensed and permitted in accordance with the Code of Alabama Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, Title 40, concerning licenses and taxation, unless otherwise exempt. All proposers should be prepared to timely submit to the County non confidential evidence or documentation demonstrating that the fact they are presently licensed and permitted under Alabama law. Such non confidential evidence or documentation is encouraged to be submitted with the Proposal.

All vendors, contractors and grantees are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and documents will be included with award documents. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at [www.baldwincountyal.gov](http://www.baldwincountyal.gov).

**All proposers must provide proof of proper certification of authority, and any required registration, to transact business in this State in order to perform work for the Baldwin County Commission. Proposer's Registration Number shall be provided on the Proposal. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.**

## **Facility and Population**

**The Baldwin County Corrections Center is a 651 bed facility located in Bay Minette, Alabama, the county seat of Baldwin County. The original facility was constructed in 1964, since then there has been expansions that have taken place in 1985, 1992 and 1996. The facility houses pre-trial inmates, federal inmates, convicted county inmates and work release inmates. We also contract as a holding facility for one local municipality and as a secondary holding facility for two other municipalities.**

**Our medical unit was recently expanded to include three observation rooms. We do not currently have a medical post located in the intake area of the jail operation. Inmates are accessed/screened by docket staff using a medical questionnaire on arrival. The arrestees are referred to medical upon booking if immediate medical attention is needed. Medical will meet with inmates within 72 hours of their arrest once they are processed into the jail population. We currently have a medical unit with nine fulltime budgeted positions. We also currently have contracts for a physician, dentist, mental health specialist and a dental assistant.**

The medical services proposed will apply to inmates that are housed in the Corrections Center and included in the base population. The base population for proposal purposes shall be 622.

## **I. Purpose**

The primary objective of the Inmate Medical Services contract is to provide cost effective medically necessary services and maintain a level of quality in accordance with standards established by the

National Commission on Correctional Health Care (NCCHC) and the American Correctional Association (ACA).

The Agency is soliciting proposals to provide the comprehensive inmate medical services outlined in Section IV Scope of Services. Descriptions of these services included in this Request for Proposal are guidelines based upon national accreditation standards. **Medical Contractors** are encouraged to describe their approach to meeting each requirement based upon their understanding of ACA and NCCHC accreditation requirements. The Agency seeks creative responses. **Medical Contractors** are invited to submit variations from the specific requirements provided the level and quality of services are maintained. Such variations should be described as enhancements in the narrative response. Any variation or enhancements that require modification of general terms and conditions or additions to the base price proposed must be noted in Volume II, Business Proposal according to instructions in Section VIII Contract Price.

Specific objectives for the Inmate Medical Services contract include the following:

1. To design, establish and maximize the use of an on-site Medical Services program to meet the medical needs of inmates (e.g., initial physical assessments, ongoing evaluation and treatment of minor medical conditions, reduction of offsite trips, and stabilization of urgent and emergency medical conditions);
2. To design and establish an on-site Dental Services program to meet the basic dental needs of inmates (e.g., initial assessment, extractions, examinations, and emergency treatment);
3. To establish an on-site Mental Health care system to meet the needs of the inmates; and
4. To establish an off-site Provider Network of hospitals, physicians, and other ancillary medical providers to provide medically necessary services to inmates when those services cannot be delivered at the Detention Facility.

**The successful bidder will negotiate in good faith with the Agency to formalize a contract for the inmate medical services.**

## **II. Scope of Services**

### **A. Onsite Inmate Medical Services**

The **Medical Contractor** will deliver cost effective care for inmates at the Detention Facility.

#### **1. Intake Screening**

A licensed or appropriately trained health care professional will perform an intake screening on incoming inmates upon admission to the Detention Facility. Individuals brought into the Detention Facility to be placed in custody must be medically cleared prior to booking. The screening will identify those individuals with medical conditions, dental needs, mental disorders, inmates in need of segregation or close supervision, and those with suicidal tendencies. Inmates will be booked and admitted into the Detention Facility 24 hours a day, seven days a week.

- a.** The **Medical Contractor** will implement a policy and procedure and forms to ensure compliance with accreditation standards. Proposals will include a plan for completing the

screening examinations. Attach a copy of the **Medical Contractor's** screening policy and form.

- b. When clinically indicated, there is an immediate referral to an appropriate health care service.
- c. Notation of the disposition of the inmate, such as immediate referral to an appropriate health care service, approval for placement in the general inmate population with later referral to an appropriate health care service, or approval for placement in the general inmate population.
- d. Immediate needs are identified and addressed and potentially infectious inmates are isolated.
- e. Screening for tuberculosis disease is completed.
- f. The **Medical Contractor** shall work in conjunction with the Detention Facility's classification staff to provide for appropriate inmate placement, such as the following:
  - (1) Placement in the general inmate population;
  - (2) Placement in the general inmate population and referral to the appropriate health care service at the Detention Facility;
  - (3) Immediate referral to a physician or physician's assistant when indicated; and
  - (4) Referral to an appropriate off-site preferred provider/facility for emergency treatment.

Detention Facility staff will be notified if an inmate refuses any aspect of the intake screening and the inmate will be recommended for placement in special confinement and segregated from the general population.

## 2. **Transfer Screening** (for facilities with contracted beds to other correctional agencies)

A transfer screening will be performed by qualified health care professionals on all transfers within 12 hours of arrival to ensure continuity of care. Notification provided by Detention Facility administration to the **Medical Contractor** prior to arrival of transfers will facilitate completion in a timely manner.

## 3. **Health Assessment**

**Medical Contractor** will establish policies and procedures for inmate health assessments, which shall be subject to review and comment by the Sheriff or designee.

A licensed physician, mid-level provider or an appropriately trained registered nurse will complete health assessments within fourteen (14) days of the inmate booking and physical placement into the Detention Facility.

- a. The health assessment should be comprehensive, meeting accreditation standards. The **Medical Contractor** will outline a plan for completing assessments and attach a proposed policy and assessment form.
- b. The health assessment process will also include a tuberculin PPD skin test if not previously completed.

#### **4. Inmate Requests for Health Care Services**

The **Medical Contractor** will establish policies and procedures for handling and responding to inmate requests for health care services. **Medical Contractor** policies and procedures shall be subject to review and comment by the Sheriff or designee.

Inmates will have the opportunity to request health care services daily. Inmates may request services orally or in writing. Health care personnel will review the requests and determine the appropriate course of action to be taken to include immediate intervention or scheduling for nursing sick call or a provider evaluation.

#### **5. Assessment Protocols**

The **Medical Contractor** will establish assessment protocols to facilitate the sick call process. The assessment protocols will be appropriate for the level of skill and preparation of the nursing personnel who will carry them out. The assessment protocols will be in compliance with relevant state professional standards or nurse practice acts and will be approved by the health authority.

#### **6. Segregation Rounds**

Qualified health personnel will perform rounds on inmates who are segregated from the general population (whether for disciplinary, administrative, or protective reasons) to determine the inmate's health status and to ensure access to health care services, a minimum of three times a week. A record of the segregation rounds will be maintained, and all clinical encounters will be noted in the inmate's health record.

#### **7. Women's Preventive Health Care**

The **Medical Contractor** will be responsible for the provision of medically necessary health services to the female inmate population to include, at a minimum, the following:

- a. Sexually transmitted disease screening for syphilis, gonorrhea, and chlamydia;
- b. Annual pap smear testing as if needed.
- c. Mammograms, as determined necessary by age, medical history or examination.

The **Medical Contractor** will establish policies and procedures specific to the health care of pregnant inmates, which will include, at a minimum, the following:

- a. Pre-natal care, including regular monitoring by an obstetrician;
- b. Provision of appropriate vitamins and dietary needs; and
- c. Identification and management of high-risk pregnancies, including appropriate referrals.

The **Medical Contractor** will not be responsible for fetus care or care after birth to the baby. However an after-care plan will be developed for the mother prior to delivery.

## 8. Infirmery Care

Infirmery care will be provided to meet the needs of the inmate population. The current infirmery is a medical observation. It is located inside of the facility and consists of 3 beds. There are 3 negative air pressure rooms.

## 9. Infectious Disease

The **Medical Contractor** shall establish policy and procedures for the care and handling of inmates diagnosed with infectious disease, chronic illnesses and other special health care needs.

The **Medical Contractor** will provide an infection control program that focuses on surveillance, prevention, treatment and reporting. In addition to procedures generic to "infectious diseases," disease specific programs will be established to include:

- a. **Tuberculosis** – The **Medical Contractor** will develop a TB surveillance, treatment and monitoring program consistent with community standards.

If an inmate tests positive for a PPD test, the inmate shall be scheduled for and receive a chest x-ray, with appropriate follow-up and care, including isolation, if required.

- b. **HIV/AIDS** – HIV testing and counseling will be done on a confidential basis to inmates after being incarcerated for 72 hours.

A physician will evaluate inmates identified as having HIV disease. HIV inmates will have access to infectious disease specialists and HIV medications as determined medically necessary.

A committee (quality improvement) is responsible for the infectious control program (positive PPD, TB, hepatitis, etc.) in accordance with the standards established by the National Commission on Correctional Health Care (NCCHC) and the American Correctional Association (ACA).

## 10. Chronic Illness and Special Needs

The **Medical Contractor** will establish a plan for the identification, treatment and monitoring of inmates with chronic illnesses and special health care needs. Upon identification of an inmate with a special health care need, the inmate will be referred to the contractor's Health Care Provider. The Health Care Provider will establish a special needs treatment plan to guide the care of inmates with special needs.

## 11. Onsite Specialty Services

The **Medical Contractor** will provide onsite specialty clinics, if deemed necessary, whenever feasible to reduce the volume and duration of offsite services.

## 12. Emergency Services

The **Medical Contractor** will establish policies and procedures to address emergency

situations. The emergency policies will provide for immediate response by the health staff to stabilize the inmate. Emergency services to include first aid and cardiopulmonary resuscitation services will be provided on-site.

The **Medical Contractor** will establish and maintain contracts with area providers for emergency services to include transportation to an off-site emergency department.

The **Medical Contractor** will report emergency transfers to the Sheriff and/or his/her designee. The report should indicate, at a minimum:

- Inmate name and identification number;
- The date and time the emergency service was requested;
- The date and time the emergency service was initiated;
- The nature of the emergency;
- The date and time the inmate left the facility; and
- The current and final disposition.

### **13. Emergency Response Plan**

The **Medical Contractor** will establish policies and procedures to address the health aspects of the emergency response plan. The related policies and procedures will be approved by the the Sheriff or designee and include:

- Responsibilities of health staff;
- Procedures for triage;
- Predetermination of the site for care;
- Telephone numbers and procedures for calling health staff and the community emergency response system (e.g., hospitals, ambulances);
- Procedures for evacuating patients;
- Alternate backups for each of the plan's elements;
- Respond to all codes called in the facility; and
- Provide 24 hour coverage during any disaster situation

The health aspects of the emergency plan will be tested or drilled, as required by NCCHC or ACA standards. These drills will be observed and critiqued in a written report.

### **14. Medication Management**

The **Medical Contractor** will provide a pharmaceutical program in accordance with federal, state, and local laws to meet the needs of the inmate population. Medications shall be administered to inmates as prescribed. Appropriately trained health care personnel will administer medications and the administration of each dose will be documented. The program will also include guidelines for administering medications to those inmates scheduled to be temporarily out of the Detention Facility (e.g., for court appearances). The **Medical Contractor's** pharmaceutical program will address, at a minimum, the following:

- a. Medication ordering process.
- b. Medication administration systems to include Direct Observed Therapy (DOT) and Keep-

on-Person (KOP) programs for inhalers and other medication approved by Sheriff or designee.

- c. Routine/non-urgent medication shall be administered within 24 hours of physician's order with urgent medication provided as required and ordered by physician.
- d. Documentation of inmate education addressing potential medication side effects.
- e. Documentation of medication administration to inmates utilizing the medication administration record.
- f. Documentation of an inmate's refusal to take the prescribed medication.
- g. Requirements for physician evaluations prior to the renewal of medication orders to include psychotropic medications. The re-evaluation will be documented in the inmate's health record.

Medications will be maintained under proper conditions and in a secure area. A log indicating the use of stock medications will be maintained. The **Medical Contractor** shall provide policies and procedures for the removal and disposal of any and all outdated, unneeded, or surplus medications.

## 15. Laboratory Services

The **Medical Contractor** will ensure the availability of laboratory studies as determined necessary. Routine and Stat laboratory specimens will be processed and written reports will be provided in a timely manner. A **Medical Contractor** will review test results with abnormal findings.

The **Medical Contractor** will provide equipment and supplies to perform on-site laboratory testing as required by NCCHC and ACA standards.

## 16. Radiological Services

The **Medical Contractor** will ensure access to radiological studies as determined necessary. Routine and Stat radiology services will be processed and written reports will be provided in a timely manner. A board certified or board eligible radiologist will interpret test results.

## 17. Mental Health Services

The **Medical Contractor** is responsible for providing inmates with necessary mental health services. The mental health program shall include screening, referral, diagnosis and treatment of mental health conditions. Qualified Mental Health Professionals or Mental Health staff will conduct an initial mental health screening within fourteen (14) days of admission. Inmates with positive screens will be referred to the Qualified Mental Health Professional for further evaluation within seven (7) days of referral.

A licensed psychiatrist will be on-call 24 hours per day, seven days per week. At a minimum, a licensed mental health professional shall provide on-site assessments of inmates with clinical symptoms on a weekly basis.

Health care staff will be trained on the identification and treatment of inmates who are at risk for suicidal and/or homicidal acts. Detailed policies and procedures will be in place for both the on-site treatment of such inmates and for referrals to the mental health preferred provider when medically necessary for continued treatment.

## 18. Health Records Management

The **Medical Contractor** will establish policies and procedures addressing the health record format and documentation requirements. The **Medical Contractor** will ensure that health records are maintained in a standardized format in accordance with prevailing medical regulations for confidentiality, retention, and access. A problem-oriented health record format will be utilized.

A health record will be established for each inmate who receives care beyond the initial intake screening.

The **Medical Contractor** will be responsible during the term of the contract for the storage and retention of health records in compliance with mandated statutes of the State of Alabama.

The proposal will include a provision for a full-service electronic medical record (EMR) designed specifically for corrections. Such EMR cannot be a proprietary system owned or otherwise controlled by the vendor and must be HIPAA compliant and capable of interfacing with the County's Jail Management System, Commissary provider and current EMR software.

## 19. Nutritional Services

The **Medical Contractor** will be responsible for cooperating with the established food service program to ensure the provision of medically necessary diets. The following diets may be ordered from food service: (The following list should be changed to reflect the special medical diets available at the Detention Facility.) Any claims to food allergies will be verified before a special diet is order. The Doctor/Physician must order the special diet and it be approved by the Sheriff or his/her designee.

- Mechanical soft
- Low sodium
- ADA Diabetic
- Full liquid
- Clear liquid
- Pregnancy Diet

## 20. Inmate Complaint/Grievance Procedure

The **Medical Contractor** will establish policies and procedures that address the handling of inmate complaints related to health services to include a process for appeals.

The **Medical Contractor** will be given access to the Detention Facility Grievance Software which will be used to answer grievances and for tracking of complaints from receipt to resolution. The **Medical Contractor** shall initiate its response to grievances within 72 hours of receipt.

The **Medical Contractor** will generate and provide to the Sheriff or designee a monthly report of complaints received. The reports should include, at a minimum, inmate name and

identification number, date the complaint was received, complaint description, date of response, and a brief description of the resolution.

## **21. Inmate Co-Payment Processing Procedures**

The **Medical Contractor** will participate and track the inmate co-pay program. The inmate fees collected will be for the use of the Detention Facility not the **Medical Contractor**. The **Medical Contractor** will not collect or handle any inmate funds.

## **22. Dental Care**

Dental care will be provided under the direction and supervision of a licensed dentist.

The **Medical Contractor** will provide dental treatment based on a list of dental priorities and not limited to extractions, when the health of the inmate would otherwise be adversely affected as determined by the dentist.

The **Medical Contractor** will provide inmates with an oral screening by dentist-trained staff within thirty (30) days of admission, to include dental education and oral hygiene instruction. A dentist will perform an oral examination within one (1) year of admission.

The dental clinic will be staffed and operated on a set schedule and for a sufficient number of hours as indicated in the staffing plan included in this document. The **Medical Contractor** should specify the number of hours in the response to this proposal if different from the staffing plan.

## **23. Orthoses, Prostheses and Other Aids to Impairment**

The **Medical Contractor** will provide medical and dental orthoses or prostheses and other aids to impairment when the health of the inmate would be adversely affected, as determined by the **Medical Contractor** Medical Director. All costs associated with the provision of these will be included in the annual aggregate cap.

## **24. Discharge Planning**

The **Medical Contractor** will provide discharge planning services that include the arrangement for a three (3) day supply of current medications when advance notice will allow. Patients receiving psychotropic or HIV medications will be issued up to a 30 day supply. A Discharge Planning program shall be implemented for patients with chronic medical or mental health diagnoses, which will include arrangements with or referrals to community providers. Whenever possible, advance notification will be provided by the facility to assure compliance.

## **25. Quality Improvement**

The **Medical Contractor** will implement a continuous quality improvement (CQI) program. The CQI program will be utilized to evaluate the health care program on a continual basis for quality, appropriateness, and continuity of care. A CQI committee shall be formed by the health authority. The committee will be responsible for implementation of the CQI program and will meet at least quarterly. Written records will be kept of all CQI activities.

The **Medical Contractor** shall actively seek out opportunities for program improvement based on CQI outcomes.

## **26. Onsite Services for Detention Facility Staff**

The **Medical Contractor** will provide the following medical services for Detention Facility Staff:

- Annual tuberculin skin testing and referral as appropriate; and
- Emergency intervention for on-site injuries.

The **Medical Contractor** will not be responsible for the provision of routine health services to Correctional Facility staff. However, health staff will provide on-site emergency intervention for staff, inmates, and visitors when necessary.

## **B. Offsite Medical Services**

The Medical Contractor will deliver comprehensive medical services including medical specialty consultations, outpatient treatment, and hospitalization by coordinating care with community based medical providers and hospitals.

### **1. Provider Network**

The **Medical Contractor** will develop an offsite Provider Network, local when possible, to provide medically necessary services, which cannot be reasonably provided at the Detention Facility. At a minimum, the following providers are essential to ensuring comprehensive health care:

- a. A general hospital facility to provide treatment for those inmates requiring inpatient hospitalization, emergency department services, mental health care, and outpatient (diagnostic and treatment) services.
- b. A tertiary care hospital facility for treatment of those inmates requiring specialty hospital services not typically provided by community general hospitals.
- c. Individual practitioners and/or group specialty physician practices to provide specialty consultations in a wide range of medical specialties to ensure access to medically necessary services
- d. Community health and mental health providers to promote continuity of care and consistency with community standards of care.

### **2. Provider Agreements**

To the extent possible, the **Medical Contractor** will secure written agreements with medical and health service providers. Evidence that the **Medical Contractor** has the capacity to develop networks including descriptions of existing networks and letters from providers may be included with proposals.

### **3. Coordination of Services**

The **Medical Contractor** will establish policies and procedures for referring inmates to

specialty care providers when determined necessary by the **Medical Contractor's** Health Care Provider.

- a. The **Medical Contractor** will coordinate arrangements for off-site care with the appropriate Detention Facility staff for the transportation of inmates.
- b. The **Medical Provider** shall generate and complete an appropriate Request for Consultation form for inmates who require specialty care services. This completed form will accompany the inmate during transport from the Detention Facility to a provider for treatment.
- c. The **Medical Contractor's** Provider is responsible for supplying the Offsite Provider with necessary medical information, as well as any relevant health plan and payer information collected about the inmate.
- d. Each off-site referral will result in a legible consultation/treatment report from the Offsite Provider to be filed in the inmate's medical record. The **Medical Contractor's** Provider will review the consultant report. This legible report will contain:
  - Reason for consult;
  - Appropriate exam/lab findings;
  - Diagnosis;
  - Treatment plan(s); and
  - Follow-up appointment (if necessary).
- e. Recommendations involving any special procedures or non-routine follow-up will be communicated between the Provider and the appropriate on-site Health Care Provider.

#### 4. Utilization Management

- a. The **Medical Contractor** will be responsible for determining the medical necessity of off-site medical services
- b. The **Medical Contractor** will establish a utilization management program for the review and analysis of off-site referrals to preferred providers, including sub-specialty and inpatient stays. The program will include non-urgent hospitalization pre-certification, concurrent hospitalization review, discharge planning, and prior authorization of targeted procedures. The utilization management program will demonstrate that the use of off-site services has been appropriate (medically indicated) and that the length of stay (if applicable) is neither longer nor shorter than medically indicated.

#### 5. Offsite Statistical Reports

The **Medical Contractor** will generate and provide the Sheriff or designee a monthly report of specialty care referrals. The report should indicate, at a minimum:

- Date and time the initial medical and/or after-hours medical request was received;

- Inmate name and identification number;
- Date and time of examination by a physician;
- Date and time the referral was made; and
- Current and final disposition.

### III. Staffing and Human Resources

#### A. Staff and Schedule

The **Medical Contractor** will provide sufficient staff, schedules and human resources support to maintain stable and productive staffing and management onsite to provide the specified inmate medical services while meeting national standards.

The **Medical Contractor** will propose sufficient staff in a Staffing Plan including at least the positions and shift assignments shown on the minimum staffing schedule included in this Request for Proposal.

Modifications to the minimum staffing level will be considered. The **Medical Contractor** will include a rationale for the proposed staffing for each position for which there is a difference. The rationale will include an explanation of the cost/benefit of the staffing proposal. To facilitate comparison of proposals, the **Medical Contractor** will provide a price for the minimum staffing and the proposal price for the recommended staffing.

The Staffing Plan and schedule will ensure that the following conditions are met:

1. A physician is on-call 24 hours per day, seven days per week.
2. Hours worked by health personnel shall be spent on-site at the Detention Facility, except as otherwise authorized by the Detention Facility.
3. Contractual employees shall be required to comply with sign-in and sign-out procedures as set forth by the Detention Facility as well as requirements to wear an identification badge at all times at the facility.
4. Records of hours worked and the staff schedule will be available, upon request, to the Facility Administrator for review.

#### B. Recruitment

The **Medical Contractor** will demonstrate that it has proven recruitment capabilities for necessary medical personnel.

##### 1. Recruitment Resources and Plan

The **Medical Contractor** will describe its resources and approach to recruiting for all staff.

##### 2. Onsite Medical Leadership and Management

The **Medical Contractor** will demonstrate ability to provide experienced and qualified leadership in key onsite positions by defining required experience, describing performance in

similar facilities, and outlining plans to maintain leadership in place continuously. Key positions, for this proposal are listed below:

- a. Health Systems Administrator
- b. Medical Director / Onsite Primary Care Physician
- c. Director of Nurses / Charge Nurse
- d. Director of Mental Health Services

### **C. Hiring and Credentials**

The **Medical Contractor** will employ only licensed and qualified staff with all contracted Health Care Providers meeting licensure or certification requirements in their health care professions. The **Medical Contractor** will:

1. Require candidates to visit the Detention Facility for an interview or to visit the facility prior to offering the selected candidate a position.
2. Interview staff candidates with special focus on technical expertise, employment history, and motivation.
3. Provide current medical staff an opportunity to apply for continued employment under the new contract.
4. Complete a credentialing process, consistent with community standards for each licensed health care professional. A copy of the application, credentialing verification documents, complete work history, license, and degree will be maintained on file. The Correctional Facility Administrator will have access to this information upon request.
5. Require personnel to pass a background investigation conducted by and at the expense of the Agency as a requisite for initial and/or continued employment. Rejection of any job applicant by the Detention Facility will be final. Background investigations will be completed within a reasonable timeframe.
6. Ensure that medical personnel will comply with current and future county, federal, and local laws, regulations, court orders, administrative regulations, administrative directives, and the policies and procedures of the Detention Facility.
7. Ensure that health care personnel are trained and certified in Basic Life Support-Cardiopulmonary Resuscitation (BLS-CPR) with re-certification provided as required by the regulatory body.

### **D. New Employee Orientation**

The **Medical Contractor** is responsible for ensuring that new health care employees are provided with an orientation addressing the policies, procedures and practices of the on-site health care program. Orientation regarding other facility operations will be the responsibility of the Detention Facility.

### **E. Ongoing In-Service Training**

The **Medical Contractor** will provide annual in-service training for qualified health services

personnel as required by NCCHC and ACA standards. In-service training hours and subject matter will be consistent with accreditation requirements.

#### **F. Position Descriptions**

The **Medical Contractor** will provide a written position description for each member of the health care staff. The job description will delineate the employee assigned responsibilities and will meet requirements of the American Disabilities Act.

#### **G. Performance Appraisals**

The **Medical Contractor** will monitor the performance of health care staff to ensure adequate job performance, in accordance with position descriptions. Contracted management staff shall properly complete employee evaluations for those employees under their direct supervision, in accordance with applicable laws.

#### **H. Administrative Procedures**

The **Medical Contractor's** management staff (e.g., Project Manager/HSA, Medical Director, and Director of Nursing) shall represent the health unit in discussions with local civic groups or visiting officials as mutually agreed upon by the **Medical Contractor** and the Detention Facility Administrator.

#### **I. Security**

**Medical Contractor** personnel are subject to the security regulations and procedures of the Detention Facility. **Medical Contractor** personnel are subject to removal from facility at any time for security reasons as determined by the Detention Facility Administrator or his/her designee.

#### **J. Training and Information for Detention Staff**

The **Medical Contractor** will provide detention personnel with ongoing structured health education as well as health information to include infectious disease, mental health issues, management of emergency situations and other topics required by NCCHC standards, ACA standards, and other applicable standards. Medical staff will be present when OC Pepper Spray training is being done.

### **IV. Contract Administration**

The **Medical Contractor** will provide expert management and resources to support the inmate medical services program and to maintain full compliance with the Request for Proposal and negotiated final contract.

#### **A. Management Plan**

The **Medical Contractor** will propose a management plan to demonstrate the capability to supervise and monitor the on-site program at the Detention Facility. The management plan will include:

1. A description of corporate resources planned to support the onsite medical services managers and staff.
2. A description of the **Medical Contractor's** approach to implementing the proposed contract

services during the Transition Period.

3. The assignment of regional management and designated contract representative with outline or organization chart showing lines of communication and reporting.
4. A program of on-going contract operations review and program evaluation.

## **B. Clinical Program Implementation**

The **Medical Contractor** will demonstrate the ability to prepare and implement protocols, policies, and procedures that comply with NCCHC and ACA standards and requirements set forth herein.

## **C. Cost Containment**

### **1. Aggregate Caps**

- a. The **Medical Contractor** shall clearly set forth an annual limit on offsite liability, including all services provided outside of the detention facility and emergency transportation. This annual limit shall be an amount sufficient to cover all offsite care.
- b. The **Medical Contractor** shall also set forth an annual limit on pharmacy costs. This annual limit shall be an amount sufficient to cover all pharmacy costs.
- c. For each of these limits, the **Medical Contractor** must propose how to handle any amounts incurred above this annual limit.
- d. Should annual costs for Offsite and/or Pharmacy fall below the annual limits, The **Medical Contractor** will refund these savings.

### **2. Cost Reports**

The **Medical Contractor** will report monthly on costs incurred for offsite and pharmacy expenses applicable to the annual caps to the Sheriff and Director of Finance.

## **D. Statistical and Management Reporting**

The **Medical Contractor** will compile monthly statistical utilization reports of services provided, which are to be used to create quarterly service reports to the Sheriff or designee. The **Medical Contractor** will describe the methods to be used in implementing a management information system for collecting and analyzing trends in the utilization of the medical services provided. The **Medical Contractor** will provide an annual contract summary report to the Sheriff and Director of Finance.

## **E. Hazardous Waste Management**

The **Medical Contractor** will be responsible for the removal and disposal of medically generated hazardous and pharmaceutical waste materials. Removal and disposal will be in accordance with applicable local, county, and federal rules, regulations, and codes.

## **F. Insurance**

Upon award of this contract, entry into a contract is expressly conditioned upon the **Medical Contractor** obtaining certificates of insurance indicating that the insurance requirements below listed are in force.

**1. Indemnity and Hold Harmless Agreement**

To the fuller extent allowed by law, the Provider shall indemnify, defend and hold the County, the Baldwin County Sheriff’s Office, Commissioners, Officers, and their affiliates, employees, agents, and representatives (collectively “County”) harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys’ fees, and costs for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services pursuant to this Contract, or any act or omission, by Provider or its affiliates, employees, agents, subcontractors or representatives. Provider shall provide the COUNTY with proof of the insurance coverage required herein, including without limitation, general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

**2. Instructions**

The **Medical Contractor** shall not commence work under this contract until the **Medical Contractor** has obtained all insurance required under this section and such insurance has been approved by the Agency or representative, nor shall the **Medical Contractor** allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Certificates of insurance shall have the County, the Baldwin County Sheriff’s Office and the Detention Facility named as "Additional Named Insures" for the proposed work.

**3. Workers' Compensation Insurance And Employer's Liability Insurance**

The **Medical Contractor** shall take out and maintain during the life of this contract the applicable statutory Workers' Compensation Insurance with an insurance company authorized to write such insurance in Baldwin County and in all counties covering all the **Medical Contractor’s** employees, and in the case of any work sublet, the **Medical Contractor** shall require the **Medical Contractor’s** subcontractors similarly to provide statutory Workers Compensation Insurance for the subcontractor's employees.

**4. Commercial General Liability Insurance**

The **Medical Contractor** shall maintain during the life of this contract such Commercial General Liability Insurance as shall protect the **Medical Contractor** against claims for damages resulting from bodily injury, including wrongful death and property damage, which may arise from operations under this contract whether such operations be by the **Medical Contractor** or by any subcontractor. The minimum acceptable limits of liability to be provided by such General Liability Insurance shall be as follows:

Each Occurrence:	\$1,000,000
General Aggregate:	2,000,000

**5. Professional Liability Insurance**

The **Medical Contractor** shall maintain, during the life of this contract, such Professional Liability Insurance as shall protect the **Medical Contractor** against claims for damages resulting from medical incidents, which may arise from operations under this contract, whether such operations are by the Medical Provider or the **Medical Contractor** staff. The minimum acceptable limits of liability to be provided by such Professional Liability Insurance shall be as follows:

Each Incident:	\$1,000,000
Aggregate:	3,000,000

## 6. Certificate Of Insurance

The **Medical Contractor** shall furnish the Baldwin County Commission with a copy of the certificate(s) of insurance evidencing policies required in Number's 3, 4, and 5 listed above. The **Medical Contractor** shall give the Baldwin County Commission at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the insurance policies. If coverage on said certificate(s) is shown to expire prior to completion of all terms of this contract, the **Medical Provider** shall furnish a certificate of insurance evidencing renewal of such coverage to the Baldwin County Commission. The certificates of insurance shall clearly show this contract number.

## 7. Subcontractor's Insurance

The **Medical Contractor** shall require each subcontractor to take out and maintain during the life of the subcontract the same insurance coverage required under Section F, Paragraphs 3, 4, and 5 above, including the extensions of coverage required under those paragraphs. The Baldwin County Commission depending on the particular service being performed by the subcontractor may grant exceptions. Each subcontractor shall furnish to the **Medical Contractor** two (2) copies of a certificate of insurance, and such certificate shall contain the same information required in Paragraph 6 above. The **Medical Contractor** shall furnish one copy of the certificate to the Baldwin County Commission.

## G. Other Terms and Conditions

The **Medical Contractor** will confirm its acceptance of the following general terms and conditions:

### 1. Contract Period

The **Medical Contractor** shall furnish labor, materials, and supplies necessary to provide complete health services to inmates, as per the accepted proposal and subject to the execution of a contract with terms and conditions deemed necessary by the Agency. It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years (2017 and 2018), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the **Medical Contractor** thirty (30) days prior to expiration of the 2016 contract with its intent to extend the contract, if mutually agreed to by both parties. The prices for 2016 shall also apply to the extension period(s).

This Contract shall be effective and commence immediately upon the same date as its full execution.

## 2. Termination Of Contract

The Agency will have the authority to submit a written recommendation to terminate the contract for default to include unreasonable nonperformance. This recommendation shall be supported through specific documented instances. The **Medical Contractor** will be provided with an opportunity to cure the conditions within a specified and reasonable time period if cured, no termination shall occur.

Either party shall have the option to terminate the contract without cause based upon 120 days written notice.

## 3. Penalties

Beginning after 90 days from the Start Date of the contract, the **Medical Contractor** will be assessed penalties according to a negotiated schedule. Penalties will directly relate to essential services and will be applied when such services are not provided within timeframes defined by accreditation standards. Examples of essential services include: intake screenings, history and physicals, chronic care clinics, and medication administration.

Penalties will not be assessed when failure is the result of conditions beyond the **Medical Contractor's** control including such conditions as physical plant limitations, strikes or labor disputes, inmate disturbances, and restricted access to inmates.

## 4. Non-Discrimination

The **Medical Contractor** will agree to comply with the policies of the Detention Facility and all applicable federal, state and local laws, rules and regulations whereby discrimination is prohibited on the grounds of race, religion, color, sex, age, national origin or disability.

## V. Contractor Qualifications and Experience

The **Medical Contractor** will be an experienced provider of comprehensive inmate medical services including all of the specified services under all inclusive contracts with correctional agencies.

### A. Minimum Qualifications

The **Medical Contractor** will meet the following minimum requirements to be considered for award of this contract.

1. The **Medical Contractor** will be organized for the primary purpose of providing correctional health services.
2. The **Medical Contractor** will have a minimum of five years of medical correctional health care experience or demonstrated equivalent experience.
3. The **Medical Contractor** will have demonstrated experience managing two correctional

facilities with an average daily population of 1,000 or more for at least three years.

## **B. Summary of Experience**

1. The proposal shall describe the respondent's past performance and effectiveness in similar work as it relates to the requirements to be provided for in this contract. The respondent shall describe its experience in providing and supporting the delivery of quality services for the requirements of this contract over an extended period of time.
2. The proposal shall include a list of all current clients including contact names, mailing address, telephone number and email addresses.
3. The proposal shall include a list of all former clients including contact names, mailing address, telephone number and email addresses. This list shall indicate whether the **Medical Contractor** or the Contracting Agency terminated the contract and the reason for the termination.
4. The proposal shall include a detailed list provide a detailed list of any fines or penalties (excluding contractual liquidated damages) the **Medical Contractor** has had to pay to state, local, or federal agencies ,or shareholders.
5. The proposal shall include a description of all instances in the past five years in which the **Medical Contractor** has requested additional money beyond what was agreed to in the initial contract. This does not pertain to routine contract renewals or extensions, but rather any instances in which the **Medical Contractor** requested an adjustment to its original bid after it started operating the contract.
6. The proposal shall include a brief description of the **Medical Contractor's** approach to client acquisition and retention including a list of all new clients added in the past two years.

## **C. Key Medical Services Staff**

The **Medical Contractor** will submit a list consisting of the names, title, and qualifications of key medical services staff as it applies to the offer. The list may include corporate executive management with responsibilities related to the proposed contract, individuals assigned to organize and implement the inmate medical services, and candidates to assume onsite positions, if available. The **Medical Contractor** shall provide resumes giving the educational background, professional experience, and special qualifications of personnel providing services in accordance with this contract.

## **D. Litigation History**

1. The **Medical Contractor** shall submit a listing of all litigation filed against the company closed and pending relating to inmate health services, problems or disputes over the firm's performance on contracts or projects held during the last five years, specifying the jurisdiction of the case, (i.e. state or federal) and individual or class action. Cases should be separated by type of litigation, i.e. tort malpractice, federal civil rights violation cases, or related to contract terms, termination, breach or failure to perform. Indicate the status of each case, i.e. active, dismissed, or settled.
2. The **Medical Contractor** shall also provide a comprehensive description, including outcome,

of any jails, prisons, counties, states, clients, former clients, employees/agents of clients, and competitors that the proposer has sued. Failure to disclose such terminations may be grounds for Agency to reject the proposal and eliminate it from further consideration.

3. List all contracts terminated early by the **Medical Contractor**. Give an explanation for each early termination.
4. List all contracts cancelled in the last 4 years by the **Medical Contractor** and provide an explanation for each.
5. List all **Medical Contractor** contracts in the last 4 years that were cancelled or terminated early by any government agency or private correctional company and provide an explanation for each.

**E. Subcontractors**

If subcontracting is to be used:

1. The **Medical Contractor** shall submit a list of those subcontractor personnel who will be assigned for direct work on the contract and the approximate time each will be devoting to work on the resultant contract. The respondent shall provide resumes giving the educational background, professional experience, and special qualifications of personnel providing services in accordance with this contract.
2. The **Medical Contractor** shall describe the proposed subcontractor's past performance and effectiveness in similar work. The respondent shall submit a list of the types of similar work performed by the subcontractor(s) within the last three (3) years. The respondent shall submit references, government and/or private sector, which can provide knowledgeable input about prior performance.

**VI. Price**

The price shall include the furnishing of all professional services, labor, supplies, insurances, licenses and applicable taxes necessary or proper for completion of the scope of work as described herein, based on present statutes, law and standards of care.

**Population:** To assist with the determination of a proposed contract price, population statistics and projections are as follows:

**Actual Average Daily Population 622 over a three year period**

Bidders shall use the following annual population projections to determine the base annual contract price:

Contract Year	Base ADP	Population by Demographics			
		Male	Female	Juvenile	Federal / City / State

01/01/13 to 12/31/13	662	562	100		Fed – 78 / City – 8 State - 576
01/01/14 to 12/31/14	592	498	94		Fed – 58 / City – 4 State - 530
01/01/15 to 12/31/15	584	481	103		Fed – 40 / City – 3 State - 541

The **Medical Contractor** may propose a per diem rate of reimbursement for providing services to inmate populations whose monthly average is above the established base population.

**Format:** The price should be submitted in accordance with the table presented below.

<b>Contract Period</b>	<b>Monthly Cost ADP = #</b>	<b>Annual Cost ADP = #</b>	<b>Per Diem for Monthly ADP above #</b>
<b>Year One</b>	\$	\$	\$
<b>Year Two</b>	\$	\$	\$
<b>Year Three</b>	\$	\$	\$

### **Medical Equipment and Furnishings**

The Agency owns the existing medical equipment and office furnishings. In the event that additional equipment or furnishings with a value of \$250 or more is required during the term of the contract, a written list of equipment and justification of need should be forwarded to the Sheriff and Director of Finance for consideration and processing. If the proposer determines that additional equipment will be required prior to start-up, that list shall be included as part of the proposal.

The provision of Equipment and Furnishings with a purchase cost of less than \$250 will be the responsibility of the proposer. Upon contract termination, equipment purchased by the proposer will become the property of the Agency.

### **VII. Evaluation of Proposals Submitted**

The criteria used for objectively evaluating each proposal and determining the selection committee’s recommended award will include the following:

- A.** The extent to which the proposed medical health care services meet the Detention Facility's current and expected requirements as specified in the RFP;
- B.** The extent to which the proposed services meet the guidelines prescribed by the American Correctional Association (ACA), the National Commission on Correctional Health Care (NCCHC), the American Medical Association (AMA), and any other applicable local, county, or federal guidelines, rules, regulations, code, and/or laws.

- C.** The extent to which the proposal meets all other RFP requirements specified herein;
- D.** References from current and former clients/customers;
- E.** Qualifications, expertise, and experience in providing the required services;
- F.** The qualifications, expertise, and experience of the professionals proposed by the Medical Contractor to subcontract to provide services.
- G.** Any other pertinent criteria as determined by the Detention Facility Administrator, as designated by the Sheriff, and the Agency; and
- H.** Cost.

# Attachment A: Cover Sheet

## RFP for Inmate Medical Services Program

Proposal Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Name of Company Representative: \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

Company Web Page: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_